

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
CIVIL ACTION NO. 3:19-CV-00304-GCM**

RICHARD FAILLA,

Plaintiffs,

v.

XPO LOGISTICS FREIGHT, INC.,

Defendants.

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ORDER

THIS MATTER has come before this Court on Defendant XPO Logistics Freight, Inc.’s Unopposed Motion to Stay Proceedings and Compel Arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et. seq.*, and the North Carolina Revised Uniform Arbitration Act, N.C. Gen. Stat. § 1-569.6, *et. seq.*

AND IT APPEARING TO THE COURT that:

1. Plaintiff and Defendant entered into a Confidential Information Protection Agreement (“Agreement”) on or about June 22, 2017, which required Plaintiff to arbitrate any claims arising out of his employment with Defendant or the termination of that employment before a single arbitrator in the City of Charlotte, North Carolina administered by the American Arbitration Association in accordance with its Labor, Employment & Elections Arbitration Rules;
2. Defendant filed a Motion to Stay Proceedings and Compel Arbitration, and supporting Brief, on July 29, 2019, which Plaintiff does not oppose. [DE # 23, 24];
3. Defendant filed a Notice Regarding Arbitration Filing on August 13, 2019 [DE # 25], advising that, on or about August 6, 2019, Plaintiff initiated arbitration against Defendant in Case

Number 01-19-0002-4416 before the American Arbitration Association and noted that arbitration should take place in North Carolina pursuant to the Agreement; and

4. Based on the foregoing, it appears to this Court that arbitration has already been commenced by Plaintiff, good cause exists for the granting of Defendant's motion; and that the motion should be allowed.

IT IS THEREFORE **ORDERED** that Defendant's Unopposed Motion to Stay Proceedings and Compel Arbitration shall be and the same is hereby **GRANTED**;

IT IS FURTHER **ORDERED** that Plaintiff shall proceed to arbitration in accordance with the terms of the Agreement, including proceeding to binding AAA arbitration in North Carolina;

IT IS FURTHER **ORDERED** that this matter is **STAYED** as to all claims against Defendant pending the completion of binding Arbitration.

SO ORDERED.

Signed: August 14, 2019

A handwritten signature in black ink, reading "Graham C. Mullen", written over a horizontal line.

Graham C. Mullen
United States District Judge

